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Official Public Records

Tarrant County Texas

12/2/2010 9:21 AM

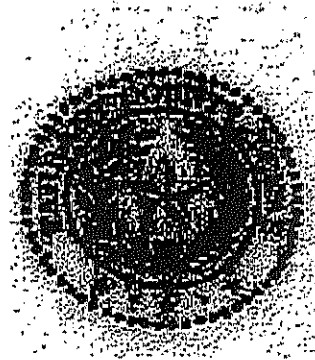
D210296287



Suzanne Henderson

PGS 7 \$40.00

Submitter: ACS



CHESAPEAKE ENERGY CORP.
ATTN: RECORDING TEAM
P.O. BOX 18496
OKLAHOMA CITY, OK 73154

Submitter: CHESAPEAKE OPERATING, INC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY

WARNING – THIS IS PART OF THE OFFICIAL RECORD

ELECTRONICALLY RECORDED
BY ERXCHANGE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EASEMENT AND RIGHT OF WAY AGREEMENT

STATE OF TEXAS

www.ck12.org

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TARRANT

Grantor(s): NIKEMA HOLDINGS, L.L.C.
5217 Airport Freeway
Haltom City, Texas 76117

Grantee: TEXAS MIDSTREAM GAS SERVICES, L.L.C.
an Oklahoma limited liability company
P.O. Box 18162
Oklahoma City, OK 73154-0162

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned Grantor (whether one or more), by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto TEXAS MIDSTREAM GAS SERVICES, L.L.C., an Oklahoma limited liability company, duly authorized to do business in the State of Texas as Grantee, its successors and assigns, the "Easement" and "Temporary Construction Easements", as such are hereinafter defined, with the following terms and provisions:

A. Easement. A permanent and exclusive easement and right of way variable in width (hereinafter called the "Easement"), together with all improvements located thereon, on, in, over, under, through and across Grantor's land for the purpose of locating, establishing, constructing, laying, installing, operating, using, maintaining, inspecting, testing, protecting, cathodically protecting, repairing, assigning, restoring, renewing, reconstructing, replacing, substituting, changing, altering, converting, relocating within the Easement, changing the size of, and removing therefrom pipelines, together with such appurtenant facilities as from time to time deemed by Grantee to be necessary in connection with the use and operation of the pipelines, for the transportation of oil, gas, petroleum products, fresh water, saltwater, or any other liquids, gases (including inert gases) or substances which can be transported through pipelines. The description of the Easement, and the land out of which the same is being acquired ("Grantor's Land"), are described in Exhibit "A" attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the Easement together with all and singular the privileges and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns for the duration of the Easement.

For the same consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the above-described Easement and Temporary Construction Easements are subject to the following terms and conditions:

1. Grantee Need for Additional Workspace. Grantor hereby expressly agrees that in the event the route of the pipelines to be constructed hereunder should cross any roads, railroads, creeks, or other

waterways located on the above described land or other places requiring extra work space, or if the rights granted to Grantee hereunder require extra work space, then Grantee shall have the right and temporary access to additional working space which may be necessary therefor, and Grantee agrees to pay Grantor any and all damages which Grantor suffers by reason of Grantee's use of said additional work space.

2. Grantee Access. Grantee shall have the right of ingress and egress to and from Grantor's Land, which right of ingress and egress, except as otherwise provided in this paragraph, shall be limited and confined to the boundaries of the Easement.

3. Grantee Right to Keep Clear Right of Way. Grantee shall have the right from time to time to cut all trees, undergrowth, and the other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights, privileges and Easement herein granted and Grantee shall not be liable for damages, except as otherwise provided for in paragraph 10(a), caused on the Easement by keeping the right of way clear of trees, undergrowth and brush in the exercise of the rights herein granted.

4. Grantee's Cathodic Protection. Grantee shall have the right to cathodically protect the pipelines within the boundaries of the Easement, and to install and maintain above-ground pipeline markers, vent pipes, and cathodic protection devices, power poles and test leads within the boundaries of the Easement only at fence lines, property lines, creek crossings, road crossings, railroads and at any other location as required by law. Except as provided in this Paragraph, Grantee shall have no other above-ground structures within the boundaries of the Easement.

5. Pipeline Depth. The pipelines will be buried to a minimum depth of thirty-six inches (36") below the surface of the ground at the time of construction and any then existing drainage ditches, creeks and roads, measured from the top of the pipe to the surface of the ground.

6. Initial and Future Damages Caused by Grantee. Except as set forth in Paragraph 3 above and after the initial construction, Grantee agrees to pay Grantor for all future damages to livestock, crops, improvements or other property of Grantor permitted to be located on the Easement by the terms hereof, and caused by Grantee or its agents, servants, employees, contractors or subcontractors in performing such future construction or other pipeline related activities on the Easement. Grantor agrees and understands Grantee's consideration herein paid does include payment of the initial damages caused by the initial construction of the pipelines and appurtenances, if any, including temporary work space, crop, timber and land surface damages.

7. Restrictions on Grantor Use of Easement. Without prior, written consent of the Grantee, Grantor shall not construct or permit construction within the boundaries of the Easement, and Grantee shall have the right to prevent the construction within the boundaries of the Easement and the right to remove therefrom, any and all types and sizes of houses, barns, buildings, structures, permanent impoundments of water, and natural or man-made obstructions, including but not limited to trees, brush, roots and other growth, except as otherwise provided for in paragraph 10(b). Grantor shall not, nor permit third parties to, change the grade of the land, or remove the cover, over the pipelines without prior, written consent of the Grantee.

8. Grantor Reservation of Rights to Easement. Grantee does not acquire by this Easement and Right of Way Agreement, but expressly takes subject to and Grantor reserves to Grantor and to Grantor's heirs, successors and assigns, each and all of the following rights in and to Grantor's Land:

- (1) All oil, gas, sulphur, uranium, fissional materials, and other minerals ("Grantor's Minerals") under the surface of the Easement to be acquired herein; provided, however, that Grantor shall not be permitted to explore, drill, mine, produce or operate for Grantor's Minerals on the surface of the Easement, but will be permitted to extract Grantor's Minerals from under the

Easement by directional drilling or other means, from land located outside the boundaries of the Easement, so long as Grantee's use of the Easement for the purposes set forth herein is not disturbed and the pipelines and facilities located thereon are left with proper, sufficient and permanent support and are not endangered, obstructed, injured or interfered with; and

- (2) The right to pass back and forth across the Easement on foot or in passenger cars and trucks; the right to plant, grow and harvest crops and gardens thereon and graze livestock on the Easement.

9. Grantee Withholding of Certain Taxes. The Internal Revenue Code provides that a Grantee of a real property interest in the United States must withhold tax if the Grantor is a foreign person. Each Grantor hereby certifies under oath and subject to penalties of perjury that such Grantor is not a foreign person, foreign corporation, foreign trust or foreign estate, for purposes of Internal Revenue Code compliance.

10. Special Provisions.

- a) GRANTEE INDEMNITY OF GRANTOR. GRANTEE HEREBY AGREES TO DEFEND AND INDEMNIFY GRANTOR AND ITS AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST, AND TO REIMBURSE, GRANTOR AND ITS AGENTS, SUCCESSORS AND ASSIGNS WITH RESPECT TO ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, DAMAGES, EXPENSES OR CAUSES OF ACTION OF WHATEVER NATURE, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF SUIT PAID OR INCURRED BY GRANTOR, ITS AGENTS, SUCCESSORS AND ASSIGNS, ASSERTED BY OTHERS AND RELATED, DIRECTLY OR INDIRECTLY, TO GRANTEE'S USE OF THE EASEMENT PROPERTY AND THAT ARE CAUSED BY OR ARISE IN ANY MANNER OUT OF ACTS OR OMISSIONS OF GRANTEE, ITS AGENTS, EMPLOYEES, REPRESENTATIVES OR ANY OTHER PERSON UNDER GRANTEE'S CONTROL OR ACTING AT GRANTEE'S DIRECTION.
- b) Grantor Reservations Upon Easement. Grantor reserves the right to construct maintain, repair and operate roadways, streets, alleys, sidewalks, bridges, underground communication conduits, electric transmission and distribution lines, telephone lines, water, drainage and sewer pipelines, and other utilities, across the Easement at any angle of not less than forty-five degrees (45°) to the pipeline(s) and further agree that any underground improvements and utilities shall be installed at least thirty-six inches (36") below or above the bottom of the pipeline(s) and shall cross the pipeline(s) at an angle of at least forty-five degrees (45°) to the centerline of the pipeline(s), and Grantor reserves the right to pave over said Easement for purposes of a parking lot; provided, however, Grantor shall exercise any of the rights reserved in such a manner so that:
- Grantee's pipeline(s) and facilities located on the Easement shall not be endangered, obstructed, injured or interfered with;
 - Grantee's access to the Easement and its pipeline(s) and facilities located thereon is not interfered with;
 - Grantee shall not be prevented from traveling within and along the entire length of the Easement on foot or in vehicles or machinery;
 - the pipeline(s) is/are left with the amount of cover originally installed to allow safe operation of the pipeline(s);
 - the pipeline(s) is/are left with proper, sufficient and permanent support;
 - Grantee's use of the Easement for the purposes set forth herein is not unreasonably impaired or interfered;
- c) Grantee Abandonment. Grantee agrees that, in the event of the complete non-use of said Easement by Grantee, its successors or assigns, for a period of two (2) consecutive years, this Easement and right of way shall be considered abandoned and Grantee shall furnish at

its expense, upon receipt of written request from Grantor, a release of the Easement and right of way, in which event Grantee shall have the right to abandon the pipeline(s) or remove said pipeline(s).

11. Grantee Assignment. Grantee, and Grantee's successors and assigns, will have the right to assign or transfer this Easement and Right of Way Agreement in whole or in part.

12. Binding Effect. The terms and conditions hereof shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, devisees, successors, and assigns.

13. Entire Agreement. Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful for the full and complete enjoyment and use of the Easement for the purposes stated herein. This document fully sets forth the terms and conditions mutually agreed to by the parties and there are no other oral or written agreements between the Grantor and Grantee which modify, alter or amend this Easement and Right of Way Agreement.

EXECUTED this 4th day of November, 2010.

GRANTOR: **NIKEMA HOLDINGS, L.L.C.**
a Texas limited liability company

By: *Nick J. Dungey*
Nick, J. Dungey, Member

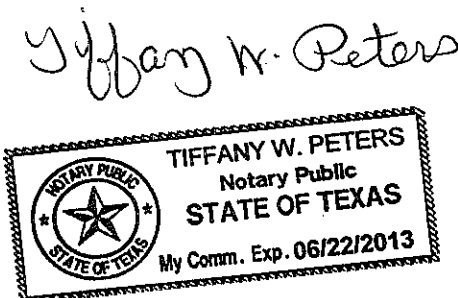
ACKNOWLEDGEMENT

STATE OF TEXAS

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COUNTY OF TARRANT

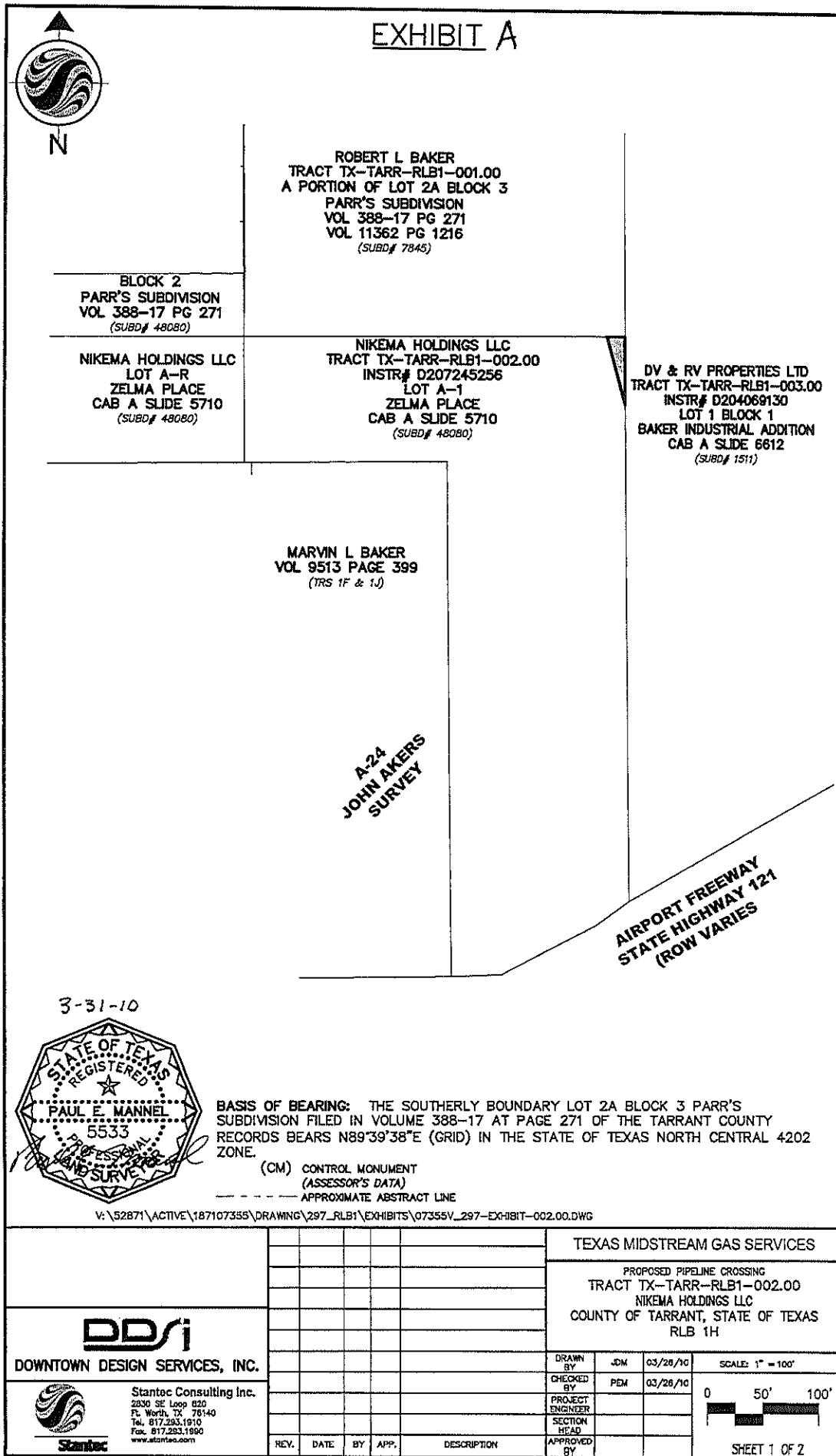
This instrument was acknowledged before me on the 4th day of November, 2010 by Nick J. Dungey, Managing Member of Nikema Holdings, L.L.C., a limited liability company, on behalf of said company.

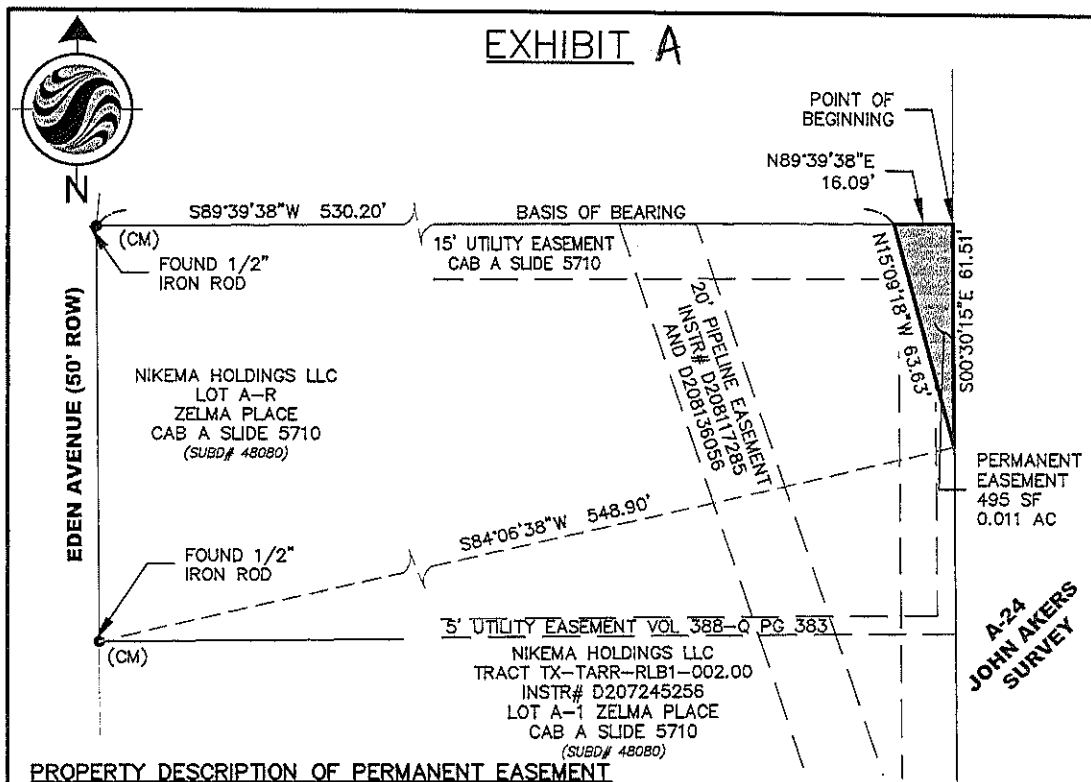


Notary Public, State of Texas

Printed Name: Tiffany W. Peters

Commission Expires: 6/22/2013





PROPERTY DESCRIPTION OF PERMANENT EASEMENT

A PERMANENT EASEMENT ACROSS A PORTION OF LOT A-1 ZELMA PLACE FILED IN CABINET A SLIDE 5710 AND ACROSS A 15-FOOT UTILITY EASEMENT FILED IN CABINET A SLIDE 5710 AND ACROSS A 20-FOOT PERMANENT PIPELINE EASEMENT DESCRIBED IN INSTRUMENT NUMBER D208117285 AND INSTRUMENT NUMBER D208136056 AND ACROSS A 5-FOOT UTILITY EASEMENT FILED IN VOLUME 388-Q AT PAGE 383 OF THE RECORDS OF THE COUNTY OF TARRANT, STATE OF TEXAS, IN THE JOHN AKERS SURVEY, ABSTRACT 24, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT A-1;
THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOT A-1 S00°30'15"E 61.51 FEET FROM WHICH THE SOUTHWEST CORNER OF LOT A-R ZELMA PLACE FILED IN CABINET A SLIDE 5710 AND MONUMENTED BY A FOUND 1/2" IRON ROD BEARS S84°06'38"W 548.90 FEET;
THENCE N15°09'18"W 63.63 FEET TO THE NORTHERLY BOUNDARY OF LOT A-1 FROM WHICH THE NORTHWEST CORNER OF LOT A-R ZELMA PLACE MONUMENTED BY A FOUND 1/2 INCH IRON ROD BEARS S89°39'38"W 530.20 FEET;
THENCE ALONG THE NORTHERLY BOUNDARY OF LOT A-1 N89°39'38"E 16.09 FEET TO THE POINT OF BEGINNING;

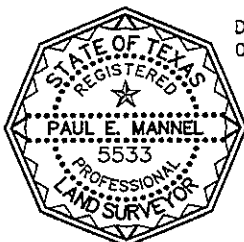
CONTAINING 495 SQUARE FEET OR 0.011 ACRES, MORE OR LESS.

BASIS OF BEARING: THE NORTHERLY BOUNDARY LOT A-1 FILED IN CABINET A SLIDE 5710 OF THE TARRANT COUNTY RECORDS BEARS S89°39'38"W (GRID) IN THE STATE OF TEXAS NORTH CENTRAL 4202 ZONE.

SURVEYOR'S CERTIFICATE

TO PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

DATE OF SURVEY:
08/25/09 - 10/23/09



Paul E. Mannel

PAUL E. MANNEL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5533
DATE OF SIGNATURE: 3-31-2010

(CM) CONTROL MONUMENT
(ASSESSOR'S DATA)
----- APPROXIMATE ABSTRACT LINE

COMBINED SCALE FACTOR: 1.0001391

V:\52871\ACTIVE\187107355\DRAWING\297_RLB1\EXHIBITS\07355V_297-EXHIBIT-002.00.DWG

EASEMENT TABLE				TEXAS MIDSTREAM GAS SERVICES			
CENTERLINE LENGTH	22.73 FT	1.38 RDS		PROPOSED PIPELINE CROSSING TRACT TX-TARR-RLB1-002.00 NIKEMA HOLDINGS LLC COUNTY OF TARRANT, STATE OF TEXAS PERMANENT EASEMENT RLB 1H			
EASEMENT AREA	495 SF	0.011 AC					
TEMP. WORKSPACE	N/A	N/A					
ADD'L. WORKSPACE	N/A	N/A					
DDSi DOWNTOWN DESIGN SERVICES, INC.				DRAWN BY	JDM	03/28/10	SCALE: 1" = 40' 0 20' 40'
				CHECKED BY	PEM	03/28/10	
				PROJECT ENGINEER			
				SECTION HEAD			
Stantec Consulting Inc. 2830 SE Loop 820 Ft. Worth, TX 76140 Tel. 817.253.1910 Fax. 817.253.1990 www.stantec.com				APPROVED BY			SHEET 2 OF 2
REV.	DATE	BY	APP.	DESCRIPTION			